

QUINN EMANUEL URQUHART & SULLIVAN, LLP

Crystal Nix-Hines (Bar No. 326971)

(crystalnixhines@quinnemanuel.com)

Shon Morgan (Bar No. 187736)

(shonmorgan@quinnemanuel.com)

Marina Lev (Bar No. 321647)

(marinalev@quinnemanuel.com)

865 South Figueroa Street, 10th Floor

Los Angeles, California 90017

Telephone: (213) 443-3000

Facsimile: (213) 443-3100

Cristina Henriquez (Bar No. 317445)

(cristinahenriquez@quinnemanuel.com)

555 Twin Dolphin Drive, 5<sup>th</sup> Floor

Redwood Shores, California 94065

Telephone: (650) 801-5000

Facsimile: (650) 801-5000

*Attorneys for Defendants* CELLCO PARTNERSHIP D/B/A

VERIZON WIRELESS and VERIZON COMMUNICATIONS, INC

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

TERESA MACCLELLAND; KAREN  
UMBERGER; SCOTT WILLITS; MICHAEL  
BRANOM; MOLLY BROWN; MICHAEL  
CARNEY; TIM FRASCH; PATRICIA GAGAN;  
ANNA GUTIERREZ; LINDA JENKINS;  
AUGUSTUS JOHNSON; WILLIAM KAUPELIS;  
MARILYN KAYE; JANETTE LISNER;  
WILLIAM ERIC LOUGH; DAVID MASSARO;  
LOUISE MONSOUR; DARLEEN PEREZ;  
GABRIELLE POZZUOLI; VALERIE REED;  
BRUCE SCHRAMM; KERRY SHOWALTER;  
JOHN ST. JARRE; GLORIA STERN; EDNA  
TOY; TERESA TOY; and VANESSA WEST; For  
Themselves, As Private Attorneys General, and On  
Behalf Of All Others Similarly Situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP D/B/A VERIZON  
WIRELESS; and VERIZON  
COMMUNICATIONS INC.,  
Defendant.

CASE NO. 3:21-cv-08592-EMC

**DECLARATION OF LACY  
KENNEDY, IV IN SUPPORT OF  
DEFENDANT VERIZON'S REQUEST  
FOR LEAVE TO FILE  
NOTIFICATION OF CHANGE TO  
CUSTOMER AGREEMENT**

The Hon. Edward M. Chen

1 I, Lacy Kennedy, IV, declare as follows:

2 1. I am Managing Associate General Counsel for Consumer Digital Sales Operations  
3 and Experience at Verizon Wireless (“Verizon”). I make this declaration in support of Verizon’s  
4 Request for Leave to File Notification of Change to Customer Agreement. I make this declaration  
5 of personal, firsthand knowledge, and if called and sworn as a witness, I could and would testify  
6 competently thereto.

7 2. I have been employed by Verizon since 2009. As part of my job responsibilities, I  
8 am familiar with Verizon’s operations and record keeping, and I have reviewed Verizon’s business  
9 records and other documents that provide the basis for my statements.

10 **Verizon Is Revising Its Wireless Customer Agreement**

11 3. To activate wireless service with Verizon, each customer must agree to the Verizon  
12 Wireless Customer Agreement (“Customer Agreement”).

13 4. Paragraph (6) of the dispute resolution provisions of Verizon’s Customer Agreement  
14 sets forth a process for coordinated arbitration when 25 or more customers initiate notices of dispute  
15 with Verizon raising similar claims, and counsel for these customers are the same or coordinated.

16 5. Verizon plans to update Paragraph (6) of the dispute resolution provisions of its  
17 Customer Agreement to expressly provide that, upon initiating a notice of dispute or filing a  
18 complaint in court, any statutes of limitations applicable to a customer’s dispute with Verizon are  
19 tolled until the completion of the coordinated arbitration proceeding described in Paragraph (6).

20 6. Specifically, Paragraph (6) of the Customer Agreement will be revised to provide as  
21 follows:

22 IF 25 OR MORE CUSTOMERS INITIATE NOTICES OF DISPUTE  
23 PURSUANT TO PARAGRAPH 4 ABOVE OR FILE A COMPLAINT IN  
24 COURT, WHICH RAISE SIMILAR CLAIMS, AND COUNSEL FOR THE  
25 VERIZON WIRELESS CUSTOMERS BRINGING THE CLAIMS ARE THE  
26 SAME OR COORDINATED FOR THESE CUSTOMERS, THE CLAIMS  
27 SHALL PROCEED IN ARBITRATION IN A COORDINATED PROCEEDING.  
28 COUNSEL FOR THE VERIZON WIRELESS CUSTOMERS AND COUNSEL  
FOR VERIZON WIRELESS SHALL EACH SELECT FIVE CASES TO  
PROCEED FIRST IN ARBITRATION IN A BELLWETHER PROCEEDING.  
ADDITIONAL CASES INVOLVING SIMILAR CLAIMS BROUGHT BY THE

1 SAME OR COORDINATED COUNSEL SHALL NOT BE FILED IN  
 2 ARBITRATION UNTIL THE FIRST TEN HAVE BEEN RESOLVED. IF THE  
 3 PARTIES ARE UNABLE TO RESOLVE THE REMAINING CASES AFTER  
 4 THE CONCLUSION OF THE BELLWETHER PROCEEDING, EACH SIDE  
 5 MAY SELECT ANOTHER FIVE CASES TO PROCEED TO ARBITRATION  
 6 FOR A SECOND BELLWETHER PROCEEDING. THIS PROCESS MAY  
 7 CONTINUE UNTIL THE PARTIES ARE ABLE TO RESOLVE ALL OF THE  
 8 CLAIMS, EITHER THROUGH SETTLEMENT OR ARBITRATION. **IF SUCH**  
 9 **A PROCESS IS INITIATED, THE FILING OF A NOTICE OF DISPUTE BY**  
 10 **A CUSTOMER IN ACCORDANCE WITH PARAGRAPH 4 OR FILING OF**  
 11 **A COMPLAINT IN COURT WILL TOLL ALL APPLICABLE STATUTES**  
 12 **OF LIMITATIONS FOR THAT CUSTOMER'S DISPUTE UNTIL THE**  
 13 **COMPLETION OF THE PROCESS DESCRIBED IN THIS PARAGRAPH.**  
 14 A COURT WILL HAVE AUTHORITY TO ENFORCE THIS CLAUSE AND, IF  
 15 NECESSARY, TO ENJOIN THE MASS FILING OF ARBITRATION  
 16 DEMANDS AGAINST VERIZON.

17 7. In or around August 2022, Verizon will begin notifying customers of this change  
 18 through bill messages and the updated policy will become effective 30 days after a customer has  
 19 been notified of the revision.

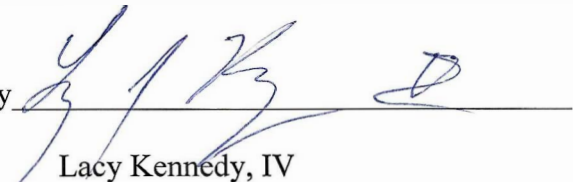
20 8. With respect to customers whose disputes are subject to Paragraph (6) and who have  
 21 currently-pending notices of dispute or complaints in court, Verizon will consider all applicable  
 22 statutes of limitations tolled for the duration of their coordinated arbitration proceeding.

23 I declare under penalty of perjury under the laws of the United States of America that the foregoing  
 24 is true and correct.

25 Executed June 8, 2022

26 Basking Ridge, New Jersey

27 By

28   
 Lacy Kennedy, IV

**CERTIFICATE OF SERVICE**

I hereby certify that on June 8, 2022, the foregoing was filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to the attorneys of record in this case.

/s/ Crystal Nix-Hines  
Crystal Nix-Hines